

# BOARD OF SUPERVISORS

## Brown County



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**PUBLIC SAFETY COMMITTEE**  
Patrick Buckley, Chair  
Andy Nicholson, Vice Chairman  
Bill Clancy, Guy Zima, Patrick Evans

**PUBLIC SAFETY COMMITTEE**  
**Wednesday, January 3, 2018**  
**11:00 a.m.**  
**Brown County Sheriff's Office**  
**2684 Development Drive, Green Bay, WI**

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE  
ACTION ON ANY ITEM LISTED ON THE AGENDA**

- I. Call meeting to order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of December 13, 2017 (special meeting).

### **Comments from the Public.**

1. **Review Minutes of:**
  - a. Fire Investigation Task Force – Board of Directors (September 7, 2017).
  - b. Fire Investigation Task Force – General Membership (September 7, 2017).
  - c. Local Emergency Planning Committee (November 14, 2017).

### **Resolutions/Ordinances**

2. Ordinance to Amend Section 4.49 (Entitled "Extra Pay") of Chapter 4 of the Brown County Code of Ordinances. *Referred from December County Board.*

### **District Attorney**

3. District Attorney Report.

### **Public Safety Communications**

4. Budget Status Financial Report for November 2017 (Unaudited).
5. Director's Report.

### **Emergency Management**

6. Budget Status Financial Report for November 2017 (Unaudited).
7. Director's Report.

### **Medical Examiner**

8. Budget Status Financial Report for October 2017 (Unaudited).
9. 2017 Medical Examiner Activity Spreadsheet.
10. Discussion re: Tissue Donation Agreement.

### **Sheriff**

11. Update on Jail Addition – *Standing item.*
12. Review and consider Needs Assessment Proposals for Security Screening at the Brown County Courthouse.

13. Resolution in Support of Participating in the 2018 County-Tribal Law Enforcement Grant.
14. Resolution Regarding a Change in Table of Organization for the Sheriff's Department Adding a Patrol Officer for the Village of Bellevue.
15. Sheriff's Report.

#### **Communications**

16. Communication from Supervisors Sieber/Linssen/Becker: To include in the 2018 budget up to \$150,000 to RFP for services to find efficiencies in our criminal justice system. *Motion at November 29 Meeting: To hold for one month and ask representatives of the Criminal Justice Coordinating Board to attend the next meeting. **Note:** The Criminal Justice Coordinating Board will next meet on January 11, 2018 and Chair Buckley will be seeking a motion to hold this communication until after the CJCБ meets.*
17. Communication from Supervisor Buckley re: Have the District Attorney's Office be prepared to have a discussion on potential offenses that can/could be sent to Municipal Court for action. *Referred from December County Board.*
18. Communication from Supervisor Buckley re: Have parties involved in the EM-1 Process (Human Services) attend the Public Safety Committee meeting to give an update on streamlining the process. *Referred from December County Board.*
19. Communication from Supervisor Blom on behalf of Nicklaus Craig. *Referred from December County Board; see attached e-mail from Nicklaus Craig.*

**Circuit Court, Commissioners, Probate** – No agenda items.

**Clerk of Courts** - No agenda items.

#### **Other**

20. Audit of bills.
21. Such other matters as authorized by law.
22. Adjourn.

Patrick Buckley, Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY**  
**PUBLIC SAFETY COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a special meeting of the Brown County Public Safety Committee was held on Wednesday, December 13, 2017 in Room 210, City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

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**Present:** Chair Buckley, Supervisor Clancy, Supervisor Nicholson, Supervisor Evans

**Excused:** Supervisor Zima

**Also Present:** Supervisor Brusky, Sheriff John Gossage, Emergency Management Director Jerad Preston, other interested parties

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**I. Call meeting to order.**

The meeting was called to order by Vice Chair Nicholson at 5:00 pm.

**II. Approve/Modify Agenda.**

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**III. Approve/Modify Minutes of November 29, 2017.**

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**Comments from the Public.** None.

**Communications**

1. **Communication from Supervisor Lefebvre:** As the State is responsible for funding the District Attorney's office and courts, I'm requesting Brown County pass a resolution requesting the State to fully fund the District Attorney's office attorneys, assistant attorneys, clerks, judges and all supporting staff as this will help with the overcrowding of the jail. I further request Brown County to contact other counties to join in the above request. *Referred from November County Board.*

*No action taken.*

2. **Communication from Supervisor Brusky:** This is my request that the Brown County Board of Supervisors write a resolution to the Wisconsin State Legislature in support of Assembly Bill 502 that would create and fund 20 assistant district attorney positions, of which Brown County would receive two positions. *Referred from November County Board.*

Supervisor Brusky referenced handouts contained in the Executive Committee minutes, copies of which are attached. These documents provide information on Assembly Bill 502 along with the study from the Department of Administration giving the data on the positions needed in the 72 counties in Wisconsin. This legislation, as stated in the Bill, would give 20 positions to the 24 counties that have the most need in the state, of which Brown County would get two positions and Outagamie County would get two positions and the others would get anywhere from a .5 position to 1.5 positions.

Brusky continued that the Brown County DA's office is severely understaffed by 11.5 positions by the state's own calculation and DA Lasee has said he has around 3000 cases on his desk. Brusky is proposing Brown County send a resolution to the state legislature to approve Senate Bill 573 and Assembly Bill 502. The Senate Bill was first read November 20 and the Assembly Bill was first read in September.

Brusky informed she has done a lot of work in contacting legislatures and asking her constituents to do the same as she goes door to door getting signatures for the April election. Initially only four legislators that have all or part of their district in Brown County had signed on to this Bill but now that number has increased to five. There are also five

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additional legislators who have stated to Brusky either personally, through their aids or through written communication that they are supportive but have not signed on. Representative John Nygren has indicated that he is not supportive of this and Brusky feels he is the most important because he is co-chair of the Joint Finance Committee.

Supervisor Buckley asked why Representative Nygren is not supportive of this. Brusky read the following which she received from Representative Nygren:

*"While specific language was not included in the state budget to directly affect Brown County, we are aware that there are a number of counties throughout the state that suffer from an expansive workload and are understaffed. In order to find a broader solution, the Joint Committee on Finance of which I am co-chair, included language in the state budget to create the District Attorneys Special Prosecutors' Board. The purpose of this Board is to oversee and set policies for newly created prosecutors' offices, provide best practices for prosecutors across the state and most importantly serve as a resource to understand and direct where additional positions are needed to balance the case load. Unfortunately, Governor Walker vetoed this portion of the bill. I believe this Board would have been a great asset to the current process and would have provided an over-arching long-term solution to this issue."*

Brusky noted there was nothing in the state budget to increase the number of Assistant DA positions, however they did increase the pay for the existing Assistant DA's. Buckley asked if the DA's were asked if they would prefer an increase in pay or an increase in the number of Assistant DA's. Brusky said DAs were asked this question and Brown County's DA indicated he would prefer the increase in pay for the existing Assistant DAs in the state. The state went with the increase in pay when in actuality we needed both an increase in pay and additional positions.

Motion made by Supervisor Clancy, seconded by Supervisor Evans to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

#### Circuit Court, Commissioners, Probate

3. Budget Status Financial Report for August & September 2017 (Unaudited).

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

#### District Attorney

4. District Attorney's Report.

Buckley indicated he had a conversation with DA Lasee regarding working on putting together different avenues to reduce the number of people being brought to jail. They talked about working with the municipalities to see what charges may be able to be handled in municipal court instead of circuit court so as to not tie up the DA's. Buckley will put a communication in at the Board meeting regarding this.

Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

#### Public Safety Communications

5. Budget Status Financial Report for September and October 2017 (Unaudited).

Public Safety Communications is tracking right where they should be for this time of year.

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

6. Director's Report.

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Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken.  
MOTION CARRIED UNANIMOUSLY

Emergency Management

7. Budget Status Financial Report for September and October 2017 (Unaudited).

Emergency Management Director Jerad Preston said the budget is looking good and there have not been any unexpected costs or expenses.

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

8. Director's Report.

Preston indicated they will be receiving the Storm Ready Certification at the Board meeting later tonight from the National Weather Service. Preston also informed they are waiting to hear back from FEMA regarding approval for the planning grant for the hazard mitigation plan. They have been working with Planning to update that which is something that is required every five years according to federal guidelines.

Evans asked about the Storm Ready Certification and what type of storms it applies to and if it means that county government is prepared for these storms. Preston said the Certification applies to all severe storms, high winds and tornadoes. To get the certification, Preston said they worked with all municipalities and school districts to make sure they had storm ready radios, evacuation plans in place and other policies and procedures in place that the National Weather Service requires to get the certification.

Buckley asked how a lay person would know what the procedures are and how he would be notified by schools in the event of a severe storm or evacuation. Preston responded that all schools have their own messaging systems and the County relies on them to put their own messages out. If the schools desired the County to put something out county-wide, that could also be done. The schools should be giving a reunification point and other important details when they send messages out. Emergency Management will be working with the school districts in the spring and into the summer to see if any of them would also like to receive Storm Ready Certifications.

Evans referenced the snow currently falling and asked if Preston had any type of update. Preston said the storm should be tapering off and he has seen predictions of as much as 6 inches of snow. He has not heard of any power outages. He said they put out posts on social media to prepare the public and make them aware of the storm and he indicated they also held a Winter Weather Preparedness week in November to educate people. Preston also said they have the Code Red system they can use if the agency deems something needs to go out.

Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken.  
MOTION CARRIED UNANIMOUSLY

Sheriff

9. Budget Status Financial Report for October 2017 (Unaudited).

Sheriff John Gossage informed they are about \$400,000 over budget for shipping inmates to other Counties and they will probably end up about \$300,000 over budget for overtime in corrections. Revenues and other expenses are falling in line. Buckley asked Gossage if he would say the County needs to build another jail pod and Gossage said his personal opinion is that that should have been done last year. Evans asked what was budgeted for 2018 for shipping of inmates. Gossage recalled that it was about \$182,500 which is for an average of 10 per day. He said they knew they budgeted low for 2017, but noted they also had a record high number of prisoners in both October and November. Numbers have declined somewhat in the last two weeks and inmates have been brought back from Marquette, Shawano and Door counties. Evans asked what the selection process is in choosing which inmates get shipped out. Gossage responded that they like to ship out sentenced inmates so they do not have to continue to transport them back and forth for court hearings. The other jails want the best inmates; they do not want inmates that have health issues or are problematic and some will not take females. At this time Brown County has inmates in Oconto County, ))

Green Lake County and Outagamie County. Best case scenario would be to use Outagamie County and Oconto County because they are the closest. Oconto County is still getting their staff up to speed with their new jail to handle the influx of inmates.

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to receive and place on file. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

**10. Update on Jail Addition – *Standing item.***

Supervisor Clancy asked how big the Outagamie County jail is compared to Brown County's jail. Gossage estimated that Outagamie averages 300 – 400 prisoners while Brown County averages about 700 – 800. Outagamie County does have space available, but Gossage said there are a number of counties who are not accepting inmates because they are starting to be overfilled. Around the holidays there is usually a drop in inmates and they are starting to see this in Brown County. Outagamie recently did have a spike and Gossage noted the numbers really ebb and flow.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

**11. Budget Adjustment Request (18-01): Any increase in expenses with an offsetting increase in revenue.**

This request is to increase federal grant revenue and related grant outlay expenses to participate in a Homeland Security WEM/Smart Ray Portable X-Ray System grant (2017-HSW-02A-10934) that provides funding for Brown County to purchase a portable bomb X-ray machine. This device will allow the team to rapidly deploy where imminent need is a must and the team can review suspected threat devices expediently. Budget impact: \$80,000.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**12. Budget Adjustment Request (18-03): Any increase in expenses with an offsetting increase in revenue.**

This request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Ballistic Shields grant (2017-HSW-02A-10960) that provides funding for Brown County to purchase ballistic shields for the SWAT team. This grant runs November 1, 2017 – January 31, 2018. Budget impact: \$4,000.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**13. Budget Adjustment Request (18-04): Any increase in expenses with an offsetting increase in revenue.**

This request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Audio Kit grant (2015-HSW-02A-10961) that provides funding for Brown County to purchase an audio system for the SWAT team. This grant runs December 1, 2017 – January 31, 2018. Budget impact: \$3,344.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**14. Budget Adjustment Request (18-05): Any increase in expenses with an offsetting increase in revenue.**

This request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Pole Camera grant (2017-HSW-02A-10962) that provides funding for Brown County to purchase a camera system for the SWAT team. This grant runs November 2, 2017 – December 31, 2018. Budget impact: \$15,000.

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

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**15. Sheriff's Report.**

Gossage informed that Bellevue is going to be adding a position for another officer to the contract in their 2018 budget. He will be bringing a resolution on this to the January Public Safety Committee for approval and it will then move forward to the County Board for approval. The addition of the officer is based on the need for the amount of calls they have been experiencing. Bellevue provides the squad car for this.

Gossage also said he met with the Court Security Committee regarding court screenings. He noted Judge Atkinson originally indicated to the County Board that he was not in support of screenings; however, he has now changed his mind. The Court Security Committee has requested an architectural study regarding screening so the County Board has a good understanding of what the costs would be. Gossage will be providing further information to the Public Safety Committee in January for consideration. He said they have reached out to two vendors, one of which came in at about \$9,500 and the other came in at about \$29,000. Buckley asked how long it would take for something like this to be operational and Gossage responded that he does not know what the infrastructure needs would be and also noted that historical needs would have to be taken into consideration because of the age of the building. It is his understanding that a lot of the equipment would be on casters and would be movable and would not have to be affixed directly to the building.

Finally, Gossage said there are currently 13 vacant positions in the jail and he attributes this to the protective status situation. This is also creating a lot of overtime. The protective status basically puts the dollars back on the employees and that is what has been supported unanimously by the County Board. Representative Born has a bill out there on this and Brown County has reached out to the local legislators and everyone was supportive except Senator Lasee, who did not give a reason. Gossage feels this really needs to be pushed but does not feel there will be public hearing on this until next year. He noted the Senate Bill was assigned to Consumer Trade and the Assembly Bill went to Corrections. Buckley indicated he would be willing to go to Madison to speak on this and Gossage noted that County Executive Troy Streckenbach also said he would attend a public hearing.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Other**

**16. Audit of bills.**

**Motion made by Supervisor Clancy, seconded by Supervisor Clancy to pay the bills. Vote taken. MOTION CARRIED UNANIMOUSLY**

**17. Such other matters as authorized by law.**

Brusky referenced the communication from Supervisors Sieber, Linssen and Becker that was held at the last meeting. It was requested that members of the Criminal Justice Coordinating Board attend the meeting when this communication comes back up and she would request that this meeting be held near the Brown County Courthouse for the convenience of the Judges and DA on the Criminal Justice Coordinating Board. Buckley said he is not sure when that meeting will be held, but it will probably be an evening meeting held downtown.

**18. Adjourn.**

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to adjourn at 5:36 pm. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Alicia A. Loehlein	Therese Giannunzio
Recording Secretary	Transcriptionist

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# PROCEEDINGS OF THE BROWN COUNTY FIRE INVESTIGATION TASK FORCE

## BOARD OF DIRECTORS

A meeting of the Board of Directors of the Brown County Fire Investigation Task Force was held on Thursday, September 7, 2017, at 9:00 a.m., at the Brown County Sheriff's Office, 2684 Development Drive, Green Bay, WI.

Present: Eric Dunning, Alan Matzke, David Lasee, David Poteat, Todd Delain, Brandon Dhuey, Rob Goplin

Excused: Glenn Deviley

The meeting was called to order by Interim Chairperson Dunning at 9:12 a.m.

Item #1. Adoption of the Agenda.

Motion was made by Matzke and seconded by Dhuey to adopt the agenda. **Motion carried.**

Item #2. Review Minutes of Previous Meeting.

Motion was made by Dhuey and seconded by Lasee to approve the minutes from the last meeting on June 22, 2017. **Motion carried.**

Item #3. Report of General Membership Coordinator.

Dhuey stated the spring conference was well-attended. The fall conference is September 26-28, 2017.

Dhuey reported that the Task Force was called out five times since the last meeting:

723 Maywood Ave., Howard (undetermined)  
1671 Lenwood Ave., Howard (electrical)  
968 Willard Dr., Ashwaubenon (accidental)  
1602 Woodsdale Ave., Suamico (double fatal/undetermined)  
1726 Island Ct., Howard (accidental)

Dhuey noted that it is still tough sometimes to get members to respond to fires, especially during the summer, but it is like that with other agencies as well. It was pointed out that the department who has jurisdiction is responsible for holding the scene until an investigator arrives.

Item #4. Financial Report.

Delain reported there is \$19,779.31 left in the budget for this year. Delain stated it might be difficult to carry over money from the budget as the County Board may not allow it. Lt. Zeigle from the Sheriff's Office is continuing to check for a vehicle for the smokehouse through the 1033 program. Dhuey will check Wisconsin Surplus. Goplin stated Green Bay Metro Fire has a



vehicle they will be replacing next year. He will check as to when that will be happening and if the Task Force could buy it.

Item #5. Old Business.

A. Disposition of Case Proceedings.

The Hobart arson/homicide is still pending.

Item #6. New Business.

A. Election of Officers.

Motion was made by Delain and seconded by Goplin to elect Matzke as vice-chairperson.

**Motion carried.**

Motion was made by Delain and seconded by Goplin to elect Dunning as chairperson. **Motion carried.**

Item #7. Report of Juvenile Firesetter Program Coordinator.

Dhuey reported that Green Bay had a couple of referrals.

Item #8. Other Matters.

No other matters were discussed.

Item #9. Set Date, Time, and Location of Next Meeting.

The next meeting was set for Thursday, December 14, 2017, at 9:00 a.m., at the Brown County Sheriff's Office, 2684 Development Drive, Green Bay, WI.

Item #10. Adjourn.

Motion was made by Delain and seconded by Dhuey to adjourn the meeting. **Motion carried.**  
The meeting adjourned at 10:05 a.m.

Respectfully submitted,

Marsha Laurent  
Recording Secretary

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# PROCEEDINGS OF THE BROWN COUNTY FIRE INVESTIGATION TASK FORCE

## GENERAL MEMBERSHIP

A meeting of the General Membership of the Brown County Fire Investigation Task Force was held on Thursday, September 7, 2017, at 7:00 p.m., at Ashwaubenon Public Safety, 2155 Holmgren Way, Green Bay, WI.

Present: Joe Gabe, Jeff Janiak, Eric Johnson, Greg Dougherty, Joe Bertler, Kevin Tielens, Tom Hendricks, Ben Hermans, Tyler Jonet, Aaron Anderson, Matthew Omdahl, Greg Steenbock, Angie Cali, Brandon Dhuey, Joe Patenaude, Terry Rottier, Kevin Krueger, Douglas Dow

Item #1. Adoption of Agenda.

Motion was made by Steenbock and seconded by Hendricks to adopt the agenda, with the exception that the date of the meeting should read September 7—not September 5. **Motion carried.**

Item #2. Review Minutes of Previous Meeting.

Motion was made by Anderson and seconded by Janiak to approve the minutes from the last meeting on June 1, 2017. **Motion carried.**

Item #3. Report of Task Force Activities.

Dhuey reported that the Task Force was called out five times since the last meeting:

723 Maywood Ave., Howard (garage/undetermined)  
1671 Lenwood Ave., Howard (apartment/electrical)  
968 Willard Dr., Ashwaubenon (apartment/accidental)  
1602 Woodsdale Ave., Suamico (double fatal/residence/undetermined)  
1726 Island Ct., Howard (garage/accidental)

Dhuey stated there are still issues with getting investigators to respond to fires, but it is like that with other agencies as well. He pointed out that the department who has jurisdiction is responsible for holding the scene until an investigator arrives, however long that may take.

Item #4. Old Business.

1. Dhuey reminded everyone that if attending the fall conference, you need to be registered and hotel room booked if staying overnight.
2. Reminder that all investigators III & IV are required to attend either spring or fall seminar unless excused by coordinator or administrator.

Item #5. New Business.

1. Dhuey stated that business cards are on order that you can distribute at fire investigations.

Item #6. Juvenile Firesetter Business.

Green Bay had several referrals.

Item #7. Other Business.

Patenaude will set up a WhatsApp chat group for the team to make communication easier.

Item #8. Date, Time, and Location of Next Meeting.

The next meeting is set for Thursday, December 7, 2017, at 7:00 p.m., at the Brown County Sheriff's Office, 2684 Development Drive, Green Bay, WI.

Motion was made by Steenbock and seconded by Gabe to adjourn the business portion of the meeting. **Motion carried.**

Item #9. Training.

Training consisted of a review of the basics of fire investigation—forms, rig, etc.

Respectfully submitted,

Marsha Laurent  
Recording Secretary

**PROCEEDINGS OF THE BROWN COUNTY  
LOCAL EMERGENCY PLANNING COMMITTEE – LEPC**

Pursuant to Section 19.84, Wis. Stats. A meeting of the **Brown County Local Emergency Planning Committee** was held on Tuesday, November 14th, 2017 @ 13:30 at Brown County EOC.

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**PRESENT:** Leon Engler, Bob Mayer, Adam Butry, Russ Phillips, Jerad Preston, Justin Hewitt, Chris Thetreau, Steve Johnson, Lauri Maki

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- **CALL MEETING TO ORDER:**

The meeting was called to order by Jerad Preson 13:30.

- **APPROVAL OF AGENDA:**

Approved by Adam Butry, 2<sup>nd</sup> by Leon Engler

- **APPROVAL OF MINUTES:**

Approved by Leon Engler, 2<sup>nd</sup> by Bob Mayer

- **COMMITTEE REPORTS:**

- A. **EXECUTIVE COMMITTEE**

- Nothing to report

- B. **PUBLIC INFORMATION AND EDUCATION (PIE) COMMITTEE**

- Nothing to report

- C. **PLANNING COMMITTEE**

- Nothing to report

- **OTHER REPORTS:**

- A. **ARES/RACES UPDATE**

- Nothing to report

- B. **RECENT SPILLS**

- Sept 14<sup>th</sup>, Unk, 2858 Lawrence St, DP, Mineral Oil, 21 Gal
    - Sept 19<sup>th</sup>, Unk, 1330 Lime Kiln Rd, GB, Cow Renderings, Unk
    - Sept 20<sup>th</sup>, JBS Green Bay, Cth GV, LV, Unk, Unk
    - Sept 24<sup>th</sup>, Fox River Fiber, 1751 W Mathew Dr, DP, Process Water, 20 Gal
    - Sept 26<sup>th</sup>, Leo Frigo Bridge, Leo Frigo, GB, unk, unk
    - Oct 19<sup>th</sup>, Bay Family Restaurant, 1301 S Military St, GB, unk, unk
    - Oct 20<sup>th</sup>, Advance Disposal, Hamilot/Hill Crest, HB, Hydraulic Fluid, 15 Gal

- Oct 31<sup>st</sup>, NE Organics, 6601 Cth R, DM, unk, unk
- Nov 1<sup>st</sup>, unk, 172 EB/41 NB, Ashw, Diesel, 15 Gal
- Nov 2<sup>nd</sup>, WPS, 425 Packerland Dr, GB, Mineral Oil, 5 Gal
- Nov 11<sup>th</sup>, WPS, N2734 Poplar Ridge Ln, Peshtigo, Mineral Oil, 12 Gal

C. PUBLIC/PRIVATE PARTNERSHIP

- LEPC Members discussed need for developing partnerships for recovery phase of Emergency Management

D. EM REPORT

- Jerad Preston (BC EMA) discussed winter weather awareness week, talked about the SuperValu tabletop exercise, the WEMA conference in Green Lake, WI, and how EMA is working on their all-hazards mitigation plan

• PUBLIC COMMENT

- No public comment.

• LEPC ROUND TABLE:

- Russ Phillips (SuperValu)
  - Discussed busy holiday season
  - Truck driver taking down a pole, power outage
- Adam Butry (St V's, St Mary's)
  - New Medicare/Medicaid requirements
  - Large scale exercise at St. Nicks in Sheboygan
- Justin Hewitt (GB Water)
  - Routine activity
- Steve Johnson (Health & Human Serv)
  - Reviewing ESFs
- Leon Engler (Salvation Army)
  - Donated 300 coats to children
- Bob Mayer (Red Cross)
  - Various Deployments
  - Free smoke alarm campaign
- Chris Thetrea (Civ Air Patrol)
  - Available resources
  - Trying to be more active

• SUCH OTHER MATTERS AS AUTHORIZED BY LAW

None

- ADJOURN

**A MOTION WAS MADE BY RUSS PHILLIPS TO ADJOURN AT 1400.  
ADAM BUTRY SECONDED. Vote taken, MOTION CARRIED  
UNANIMOUSLY.**

Respectfully submitted,

Lauri Maki  
BCEM

**AN ORDINANCE TO AMEND SECTION 4.49 (ENTITLED 'EXTRA PAY')  
OF CHAPTER 4 OF THE BROWN COUNTY CODE OF ORDINANCES**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1** - Section 4.49 of Chapter 4 of the Brown County Code of Ordinances is hereby amended as follows:

**4.49           EXTRA PAY.**

(1) Shift Differentials. Regular part-time and full-time non-exempt employees in positions that are scheduled to work on multiple shifts will may receive additional pay for working 2nd or 3rd shifts in accordance with Human Resources approved Departmental policy. ~~Shift differentials for other departments depend on the job classification of the employee and will be paid in accordance with an approved County or policy.~~

(2) Stand-By Pay. Employees who are assigned stand-by duty may receive compensation for each week assigned to stand-by duty, in accordance with Human Resources approved Departmental policy upon approval of the Department Head. This will be the sole compensation for this stand-by duty, even when such duty would otherwise be out of the employee's usual schedule or classification.

(3) Compensation During Temporary Assignment. A temporary assignment is an assignment for a minimum of ninety (90) days or more, which requires approval by the Human Resources Manager Director and ~~notification to the County Executive.~~ The Human Resources Manager Director will ~~recommend~~ determine the appropriate rate of pay for the temporary assignment. A temporary assignment may not continue beyond six (6) months without approval from the Human Resources Manager Director.

(4) Increased Pay for Work of another Classification. ~~In certain cases an An~~ employee is eligible to may receive increased compensation while performing the work of another classification in accordance with Human Resources approved Departmental policy:

(a) Foreman or leader worker duties: If employees assume these duties and work at least one (1) full day at that foreman or lead worker level, then said employees may receive increased pay in accordance with Human Resources approved Departmental policy.

(b) Training Officer Pay: ~~Perform~~ Employees who conduct on the job training and evaluations of newly hired employees may receive increased pay in accordance with Human Resources approved Departmental policy. ~~(Telecommunicator and Correctional Officer)~~

(5) Incentive/Premium Pay. Employees may be eligible for additional compensation based on operational needs in accordance with Human Resources approved Departmental policy.

**Section 2** - This Ordinance Amendment and Creation shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
COUNTY EXECUTIVE (Date)

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
COUNTY BOARD CHAIR (Date)

Authored by: Human Resources

Reviewed, Edited and Approved by Corporation Counsel

*Fiscal Impact: This ordinance does not require an appropriation from the General Fund. Incentive/Premium Pay may not exceed what is budgeted without further County Board approval.*

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
GRUSZYNSKI	5			
LEFEBVRE	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
BRUSKY	14			
BALLARD	15			
KASTER	16			
VAN DYCK	17			
LINSSEN	18			
KNEISZEL	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
BLOM	23			
SCHADEWALD	24			
LUND	25			
BECKER	26			

Total Votes Cast \_\_\_\_\_

Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_



HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600



KATHRYN ROELLICH

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

HUMAN RESOURCES DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** November 21, 2017  
**REQUEST TO:** Administration Committee; Executive Committee; and County Board  
**MEETING DATE:** 11-29-2017; 12-04-2017; and 12-13-2017  
**REQUEST FROM:** Kathryn Roellich (this form prepared by designee David Hemery)  
Human Resources Director

**REQUEST TYPE:** ☐ New resolution ☐ Revision to resolution  
☐ New ordinance ☒ Revision to ordinance

**TITLE:** An Ordinance Amending Subsection 4.49 of Chapter 4 of the Brown County Code of Ordinances Entitled "Extra Pay"

**ISSUE/BACKGROUND INFORMATION:**

To provide Extra Pay for working less desirable shifts, for working stand-by, for working temporary assignments, for working in other position classifications, and to provide Incentive/Premium Pay in situations where operational needs necessitate it.

**ACTION REQUESTED:**

To amend the ordinance as requested.

**FISCAL IMPACT:**

*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? To be determined \_\_\_\_\_
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☒ Yes ☐ No
    1. If yes, in which account? This will be paid from the 2% set-aside \_\_\_\_\_
    2. If no, how will the impact be funded? \_\_\_\_\_

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

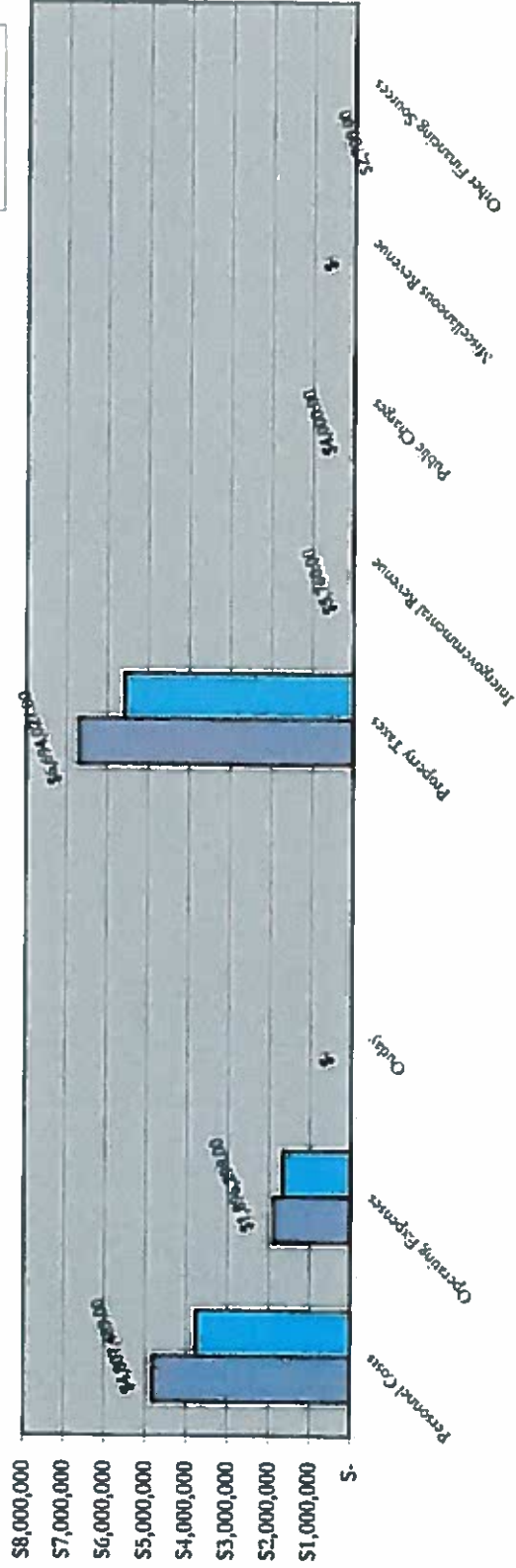
2

Brown County  
Public Safety Communications  
Budget Status Report

**\*\*UNAUDITED\*\***

	11/30/2017	YTD
	Annual	Actual
Personnel Costs	Budget	
	\$4,807,489.00	\$ 4,143,316.61
Operating Expenses		
	\$1,896,298.00	\$ 1,707,487.68
Outlay		
	\$ -	\$ -
Property Taxes		
	\$6,694,027.00	\$ 6,136,191.38
Intergovernmental Revenue		
	\$ 5,760.00	\$ 11,358.35
Public Charges		
	\$ 4,000.00	\$ 3,250.75
Miscellaneous Revenue		
	\$ -	\$ 50.00
Other Financing Sources		
	\$ 2,700.00	\$ 2,700.00

Public Safety Communications - November 30, 2017





Through 11/30/17  
Prior Fiscal Year Activity Included  
Summary Listing

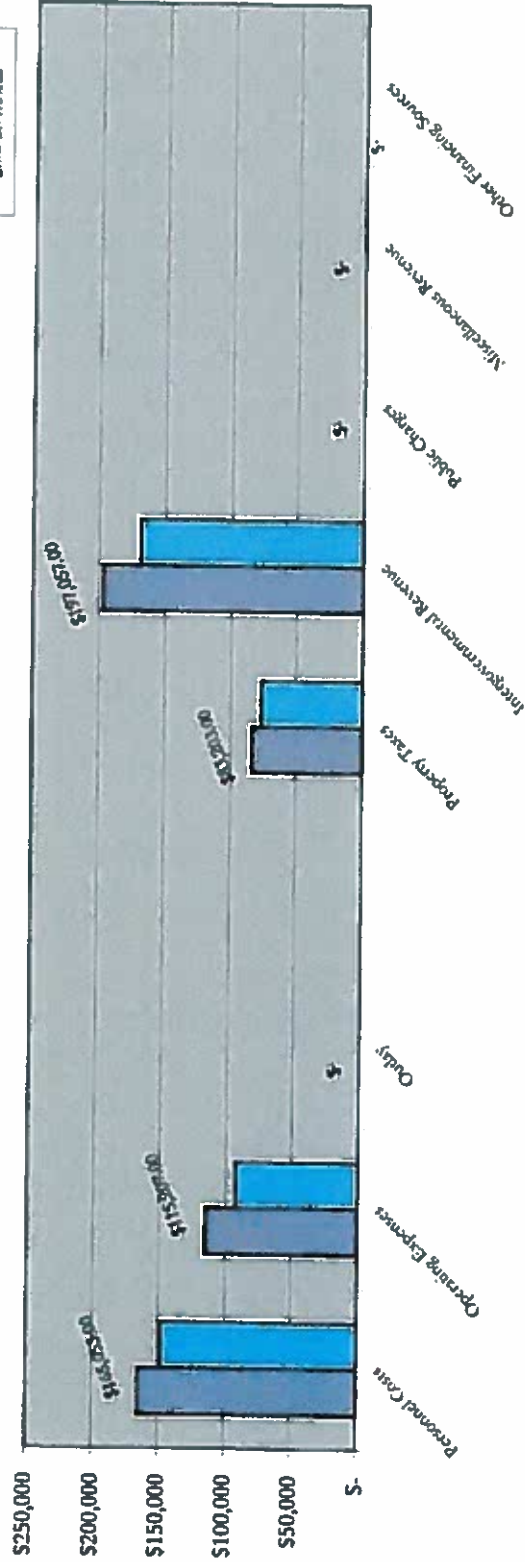
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Brown County  
Emergency Management  
Budget Status Report

**\*\*UNAUDITED\*\***

	11/30/2017	
	Annual	YTD
	Budget	Actual
Personnel Costs	\$ 165,053.00	\$ 148,250.18
Operating Expenses	\$ 115,207.00	\$ 92,525.93
Outlay	\$ -	\$ -
Property Taxes	\$ 83,203.00	\$ 76,269.38
Intergovernmental Revenue	\$ 197,057.00	\$ 168,403.65
Public Charges	\$ -	\$ -
Miscellaneous Revenue	\$ -	\$ 20.00
Other Financing Sources	\$ -	\$ -

## Emergency Management - November 30, 2017





# Emergency Management

Through 11/30/17  
Prior Fiscal Year Activity Included  
Summary Listing

**\*\*UNAUDITED\*\***

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year YTD
<b>Fund 100 - General Fund</b>										
<b>REVENUE</b>										
Property Taxes	83,203.00	.00	83,203.00	6,933.58	.00	.00	76,269.38	6,933.62	92	57,561.13
Intergov Revenue	197,057.00	.00	197,057.00	15,246.87	.00	.00	168,403.65	28,653.35	85	149,508.76
Public Charges	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Miscellaneous Revenue	.00	.00	.00	.00	.00	.00	20.00	(20.00)	+++	.00
Other Financing Sources	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>REVENUE TOTALS</b>	<b>\$280,260.00</b>	<b>\$0.00</b>	<b>\$280,260.00</b>	<b>\$22,180.45</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$244,693.03</b>	<b>\$35,566.97</b>	<b>87%</b>	<b>\$207,069.89</b>
<b>EXPENSE</b>										
Personnel Costs	165,053.00	.00	165,053.00	13,286.35	.00	.00	148,250.18	16,802.82	90	113,882.79
Operating Expenses	115,207.00	.00	115,207.00	5,065.17	.00	.00	92,525.93	22,681.07	80	81,123.07
Outlay	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$280,260.00</b>	<b>\$0.00</b>	<b>\$280,260.00</b>	<b>\$18,351.52</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$240,776.11</b>	<b>\$39,483.89</b>	<b>86%</b>	<b>\$195,005.86</b>
<b>Fund 100 - General Fund Totals</b>	<b>280,260.00</b>	<b>.00</b>	<b>280,260.00</b>	<b>22,180.45</b>	<b>.00</b>	<b>.00</b>	<b>244,693.03</b>	<b>35,566.97</b>	<b>87%</b>	<b>207,069.89</b>
<b>REVENUE TOTALS</b>	<b>280,260.00</b>	<b>.00</b>	<b>280,260.00</b>	<b>18,351.52</b>	<b>.00</b>	<b>.00</b>	<b>240,776.11</b>	<b>39,483.89</b>	<b>86%</b>	<b>195,005.86</b>
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,828.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,916.92</b>	<b>(\$3,916.92)</b>		<b>\$12,064.03</b>
<b>Grand Totals</b>	<b>280,260.00</b>	<b>.00</b>	<b>280,260.00</b>	<b>22,180.45</b>	<b>.00</b>	<b>.00</b>	<b>244,693.03</b>	<b>35,566.97</b>	<b>87%</b>	<b>207,069.89</b>
<b>REVENUE TOTALS</b>	<b>280,260.00</b>	<b>.00</b>	<b>280,260.00</b>	<b>18,351.52</b>	<b>.00</b>	<b>.00</b>	<b>240,776.11</b>	<b>39,483.89</b>	<b>86%</b>	<b>195,005.86</b>
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,828.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,916.92</b>	<b>(\$3,916.92)</b>		<b>\$12,064.03</b>

# BUDGET STATUS REPORT

Brown County  
Medical Examiner  
Budget Status Report

	Amended Annual Budget	YTD Actual	% Used/ Received
Personnel Costs	290,044	305,965	105.5%
Operating Expenses	900,698	364,967	40.5%
Property Taxes	476,487	397,073	83.3%
Intergovernmental Revenue	87,120	193,476	222.1%
Public Charges	627,135	436,610	69.6%

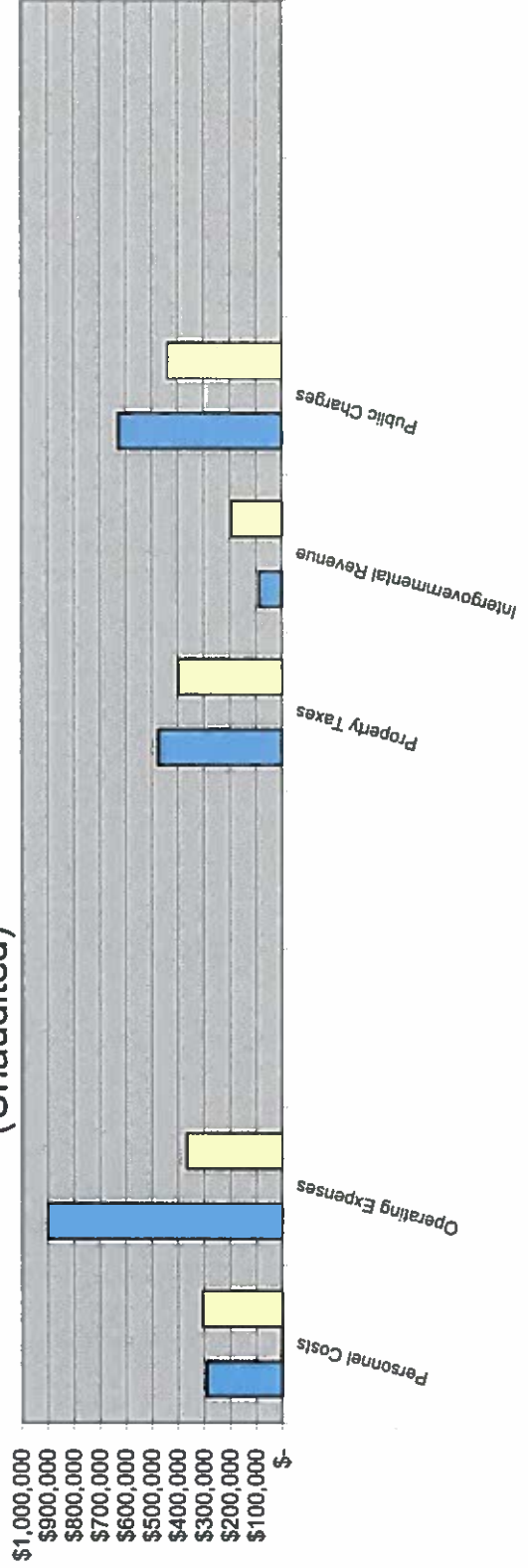
## HIGHLIGHTS:

Expenses:

Revenues:

Medical Examiner - October 2017  
(Unaudited)

Amended Annual Budget  
YTD Actual





# Budget by Account Classification Report - Medical Examiner (unaudited)

Through 10/31/17

Prior Fiscal Year Activity Included

Account Classification		Prior Fiscal Year Activity Included									
Fund 100 - General Fund		Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - YTD Transactions	% Used/	Prior Year Total	
<b>REVENUE</b>											
Property Taxes		476,487.00	.00	476,487.00	39,707.25	.00	397,072.50	79,414.50	83		308,757.00
Intergov Revenue		87,120.00	.00	87,120.00	19,913.30	.00	193,475.61	(106,355.61)	222		108,286.02
Public Charges		627,135.00	.00	627,135.00	45,415.00	.00	436,610.00	190,525.00	70		509,424.25
Miscellaneous Revenue		.00	.00	.00	.00	.00	.00	.00	+++		.00
Other Financing Sources		15,000.00	135,000.00	150,000.00	.00	.00	150,000.00	.00	100		1,197.79
<b>REVENUE TOTALS</b>		\$1,205,742.00	\$135,000.00	\$1,340,742.00	\$105,035.55	\$0.00	\$1,177,158.11	\$163,583.89	88%		\$927,665.06
<b>EXPENSE</b>											
Personnel Costs		290,044.00	.00	290,044.00	32,944.37	.00	305,965.46	(15,921.46)	105		319,356.74
Operating Expenses		900,698.00	12,000.00	912,698.00	13,580.55	.00	364,966.96	547,731.04	40		809,011.94
Outlay		15,000.00	123,000.00	138,000.00	53,370.61	.00	54,300.18	83,699.82	39		.00
<b>EXPENSE TOTALS</b>		\$1,205,742.00	\$135,000.00	\$1,340,742.00	\$99,895.53	\$0.00	\$725,232.60	\$615,509.40	54%		\$1,128,368.68
Fund 100 - General Fund Totals		1,205,742.00	135,000.00	1,340,742.00	105,035.55	.00	1,177,158.11	163,583.89	88%		927,665.06
<b>REVENUE TOTALS</b>		1,205,742.00	135,000.00	1,340,742.00	105,035.55	.00	1,177,158.11	163,583.89	88%		927,665.06
<b>EXPENSE TOTALS</b>		1,205,742.00	135,000.00	1,340,742.00	99,895.53	.00	725,232.60	615,509.40	54%		1,128,368.68
Fund 100 - General Fund Totals		\$0.00	\$0.00	\$0.00	\$5,140.02	\$0.00	\$451,925.51	(\$451,925.51)			(\$200,703.62)
Grand Totals											
<b>REVENUE TOTALS</b>		1,205,742.00	135,000.00	1,340,742.00	105,035.55	.00	1,177,158.11	163,583.89	88%		927,665.06
<b>EXPENSE TOTALS</b>		1,205,742.00	135,000.00	1,340,742.00	99,895.53	.00	725,232.60	615,509.40	54%		1,128,368.68
Grand Totals		\$0.00	\$0.00	\$0.00	\$5,140.02	\$0.00	\$451,925.51	(\$451,925.51)			(\$200,703.62)

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**2017 Brown County Medical Examiner Activity Spreadsheet**

**Investigations    Autopsy    External    Cremations    Suicides    Homicides    MVA    Other Acc    Natural    Undet    Pending**

<b>January</b>	67	14	0	119	2	0	4	9	26	0	6
<b>February</b>	63	16	0	110	1	1	0	4	21	0	4
<b>March</b>	57	11	0	101	3	0	1	8	37	0	2
<b>April</b>	66	13	1	90	1	0	4	5	50	0	6
<b>May</b>	67	17	0	97	3	0	2	7	43	0	12
<b>June</b>	51	13	0	102	2	0	1	6	27	0	11
<b>July</b>	64	14	0	111	7	0	0	7	28	0	5
<b>August</b>	58	14	1	101	6	0	3	6	35	0	11
<b>September</b>	59	10	0	97	3	0	0	2	35	0	7
<b>October</b>	96	9	3	117	2	0	4	8	73	0	6
<b>November</b>	68	16	0	65	5	0	1	2	39	0	1
<b>December</b>	60	15	1	85	1	0	1	5	40	0	13
<b>Totals</b>	<b>776</b>	<b>162</b>	<b>6</b>	<b>1195</b>	<b>36</b>	<b>1</b>	<b>21</b>	<b>69</b>	<b>454</b>	<b>0</b>	<b>84</b>

<u>Previous Years</u>	<u>Investigations</u>	<u>Autopsy</u>	<u>External</u>	<u>Cremations</u>	<u>Suicides</u>	<u>Homicides</u>	<u>MVA</u>	<u>Other Acc</u>	<u>Natural</u>	<u>Undet</u>	<u>Pending</u>	<u>Hospice</u>
End of Dec 2016	640	164	14	1226	46	8	17	42	469	0	0	0
End of Dec 2015	1096	69	42	1160	37	5	18	70	965	0	0	604

<u>Previous Years</u>	<u>Investigations</u>	<u>Autopsy</u>	<u>External</u>	<u>Cremations</u>	<u>Suicides</u>	<u>Homicides</u>	<u>MVA</u>	<u>Other Acc</u>	<u>Natural</u>	<u>Undet</u>	<u>Pending</u>	<u>Hospice</u>
2016 Totals	640	164	14	1226	46	8	17	42	469	0	0	-
2015 Totals	1096	69	42	1160	37	5	18	70	965	0	0	604





10700 West Research Drive, Suite 155  
Wauwatosa, Wisconsin 53226  
262-790-0232  
meadhunt.com

December 4, 2017

Capt. Keith Deneys  
Brown County Sheriff's Department  
Support Services Division  
300 E. Walnut Street  
Green Bay, WI 54301

Subject: Brown County Courthouse  
Security Program Report  
Green Bay, WI

Dear Keith:

Mead & Hunt, Inc. is proposing to assist the Brown County Sheriff's Department with a Security Program Report for Brown County Courthouse (Project). Mead & Hunt will provide programming and conceptual design services as required for the project.

The U.S. Marshals Service Court Security Survey and Assessment report dated November 30, 2016 will be used to study feasibility, develop a conceptual design, and assign an Opinion of Probable Construction Cost to the project. The objectives for the report will be to further define and develop the following goals defined by their report:

- Recommend feasibility of creating secure and restricted parking.
- Recommend feasibility of establishing a screening post at the south entrance of the courthouse so that all visitors can be screened.
- Recommend feasibility of establishing a screening post at the loading dock in order to screen all delivery personnel, and all contractors working within the Courthouse.
- Recommend feasibility of changing all other entries to employee only entrances with restricted access (card reader, etc.).

#### **Project Understanding**

Our proposal is based on:

- The details discussed at our site visit on 11/17/2017 at the Brown County Courthouse as supervised by Brown County Sheriff's Department - Support Services Director, Keith Deneys.
- Recommendations defined under the Court Security Survey and Assessment report generated by the U.S. Marshals Service dated 11/30/16.

A handwritten signature in black ink, located in the bottom right corner of the page.

### **Scope of Services**

After receipt of authorization to proceed, Mead & Hunt shall:

#### **Phase 1 – Programming Phase (35% Design Completion)**

- Provide a comprehensive review of the existing building and its various systems to determine current conditions and identify any security deficiencies that need to be addressed.
- Determine a means by which life safety and security can be increased. Propose upgrades in construction and technology to achieve these goals.
- Site Survey existing systems and determine what infrastructure needs to be upgraded or replaced.
- Discuss Security design considerations. Review different types of Security that could be incorporated into the project
- Meeting and Survey: one (1) trip for two design professionals.

#### **Phase 2 – Conceptual Design Phase (75% Design Completion)**

- Incorporate design decisions into preliminary conceptual design documents showing required demolition and proposed layout of new components.
- Develop a plan for the integration of new technology.
- Identify construction packages, alternates and phasing.
- Meeting and Survey: one (1) trip for two design professionals.

#### **Phase 3 – Security Program Report (100% Design Completion)**

- Incorporate design decisions into final conceptual design documents showing required demolition and proposed layout of new components.
- Provide a report identifying what systems will be designed and incorporated into the project.
- Provide cut sheets of products selected and an estimate of probable construction costs associated with the design.
- Provide an estimate of probable cost associated with the design.
- Meetings: one (1) trip for two design professionals.

### **Responsibilities of Brown County Sheriff's Department**

Our Scope of Services and Compensation are based on Brown County Sheriff's Department performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Review of (draft-final reports) within (weeks/months) of receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

### **Project Schedule**

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Capt. Keith Deneys

December 4, 2017

Page 3

Project schedule will be assembled by Mead & Hunt for a project of this size and scope.

#### **Work Not Included in the Scope of Services**

The following items are excluded from this agreement and will be provided by Brown County Sheriff's Department or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by Brown County Sheriff's Department:

- Pedestrian Count Study at existing Courthouse entry points.
- Generation of CAD backgrounds from Owner-provided PDF's of the following:
  - Floor plans of the 1908 Courthouse
  - Site Plan

#### **Compensation**

##### Basic Services

The work described under the Scope of Services will be performed on a lump-sum basis. Brown County Sheriff's Department will pay Mead & Hunt **Twenty Nine Thousand Dollars (\$ 29,000)** as engineering fees for the work performed under this contract.

These fees include all labor, materials, expenses, and incidentals necessary to complete the work described herein. Expenses associated with transportation to the project are included in our fee.

Invoices for payment will be submitted monthly by Mead & Hunt based on the percentage of the work completed; payment to be made within 30 days.

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Capt. Keith Deneys  
December 4, 2017  
Page 4

**Authorization**

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Brown County Sheriff's Department and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to Brown County Sheriff's Department.

Respectfully submitted,

MEAD & HUNT, Inc.



Jeff Pronschinske  
Security Market Leader

Attachment: WI Terms and Conditions

Accepted by: Brown County Sheriff's Dept.

Approved by: MEAD & HUNT, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: David Way

Title: \_\_\_\_\_

Title: Vice President

*The above person is authorized to sign for Client  
and bind the Client to the terms hereof.*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Mead & Hunt, Inc.**  
**General Terms and Conditions ("General Terms") for Engineering,**  
**Architectural, or Consulting Services**  
**Wisconsin**

1. Receipt of the attached signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.
7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt, Inc. being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent that any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client.
8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the Ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of Ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by

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Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.

12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any

negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.

19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
21. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.
22. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
23. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.
24. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.

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December 6, 2017

Brown County Sheriff's Department  
Attn: Captain Keith Deneys  
2684 Development Drive  
Green Bay, Wisconsin 54311

RE: Brown County Courthouse – Cost Estimates for Budgetary Purposes in response to Marshall's Report

Dear Captain Deneys,

Dewberry Engineers Inc. (Dewberry) is grateful to have been given the opportunity to provide a proposal for services. After what began as a study proposal developed in 2011, we are excited that Brown County has reached out to us again. We applaud your diligence and resolve to remedy security issues at your facility.

During initial emails and telephone conversations held earlier this month, the scope of work requested was the review of the US Marshall's report and provide cost estimates that will be used for budgetary purposes for items outlined as recommendations in the report. As a follow up to our review of the report, a conference call was held on November 16<sup>th</sup> that shed additional light on the scope of work and the complexities that exist within the project. Some of the items that were discussed included:

1. Secure parking for the judges: a variety of options exist which need to be further evaluated regarding the entrance of the facility. Variables include access control (including into the space and to the building), types of fencing/barrier to surround the parking area and how this affects others utilizing this area.
2. Secured single point of visitor entry into the facility: ease of movement, screening station equipment, entrance and exit traffic, women's restroom outside the secured perimeter (whether it needs to be relocated) and relocation of existing security room. It was also discussed how things need to be retained due to the historical building status and the effects of remodeling spaces.
3. Screening point at the dock entry.
4. Changing all entrances to employee only access restricted with access control.
5. Continuation of existing security CCTV and access control systems.

We offer our experience in justice and security design to help Brown County continue efforts to better the facility.

Though we feel a more detailed study should be done to expand upon the overview report by the US Marshalls, we realize that funding for this effort is limited. Nevertheless, we shall aim to provide excess value to serve the interests of Brown County.

I. SCOPE OF SERVICES:

- a. Security Designer, Civil Engineer and Architect will travel to your facility to review the current conditions in response to the report compiled by the US Marshalls.

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- b. Narratives will be written describing the design intent in response to solutions covering the items above.
- c. Opinion of Probable Cost to implement each of the 3 major recommendations.
- d. Excluded from our evaluation will be the projected costs for increased staffing to fulfill the transport and screening operations.

II. FEES AND PAYMENTS:

- a. Dewberry proposes to provide the above scope of services for a lump sum fee of **\$9,500.00.**
- b. Additional services beyond this scope of services, if requested, can be provided on a lump sum or hourly basis. The Standard Hourly Billing Rate Schedule is attached (Attachment A).
- c. The Terms and Conditions (Attachment B) are incorporated into and made part of this Agreement.

Captain Deneys, thank you for contacting us and the opportunity to be of service. We hope you find our proposal acceptable. Please formally authorize the start of work by signing in the space provided. Should you have any questions, or wish to discuss any item in greater detail please feel free to call. We look forward to working with you to address the facility needs at your courthouse.

Sincerely,



Tami Wright  
Marketing Pursuit Manager

Offered by: Dewberry Engineers Inc.

Accepted by: Brown County Sheriff's Dept.

  
Signature \_\_\_\_\_ Date 12/06/17

David J. Evers, PE, Business Unit Manager  
Printed Name/Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title \_\_\_\_\_



# Standard Hourly Billing Rate Schedule

Dewberry		Hourly Rates
<b>Professional</b>		
Principal		\$280.00
Architect I,II,III		\$85.00, \$100.00, \$115.00
Architect IV, V, VI		\$130.00, \$145.00, \$165.00
Architect VII, VIII, IX		\$185.00, \$200.00, \$220.00
Interior Designer I, II, III, IV		\$75.00, \$85.00, \$105.00, \$150.00
Engineer I, II, III		\$100.00, \$110.00, \$125.00
Engineer IV, V, VI		\$140.00, \$160.00, \$175.00
Engineer VII, VIII, IX		\$190.00, \$205.00, \$225.00
Other Professionals I, II, III		\$95.00, \$110.00, \$120.00
Other Professionals IV, V, VI		\$135.00, \$155.00, \$165.00
Other Professionals VII, VIII, IX		\$190.00, \$205.00, \$225.00
<b>Technical</b>		
Geographer/GIS I, II, III		\$85.00, \$95.00, \$105.00
Geographer/GIS IV, V, VI		\$115.00, \$135.00, \$150.00
Geographer/GIS VII, VIII, IX		\$180.00, \$200.00, \$220.00
Designer I, II, III		\$100.00, \$115.00, \$135.00
Designer IV, V, VI, VII		\$150.00, \$175.00, \$195.00, \$205.00
CADD Technician I, II, III, IV		\$70.00, \$85.00, \$95.00, \$115.00
Surveyor I, II, III		\$60.00, \$70.00, \$80.00
Surveyor IV, V, VI		\$100.00, \$105.00, \$120.00
Surveyor VII, VIII, IX		\$140.00, \$165.00, \$185.00
Other Technical I, II, III		\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI		\$115.00, \$130.00, \$150.00
<b>Construction</b>		
Construction Professional I, II, III		\$120.00, \$135.00, \$155.00
Construction Professional IV, V, VI		\$180.00, \$200.00, \$215.00
Inspector I, II, III		\$80.00, \$95.00, \$110.00
Inspector IV, V, VI		\$130.00, \$140.00, \$155.00
<b>Administration</b>		
Admin Professional I, II, III, IV		\$65.00, \$85.00, \$100.00, \$110.00
Non-Labor Direct Costs		Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY



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**ATTACHMENT B  
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness and completeness of any document which was prepared by another entity.
  - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 1/2% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure make full and timely payment shall be deemed a material breach.

9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

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- 11. Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
- 12. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
- 17. Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
- 21. Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
- 22. Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns, or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
- 23. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

January 17, 2018

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION IN SUPPORT OF PARTICIPATING IN THE  
2018 COUNTY-TRIBAL LAW ENFORCEMENT GRANT**

WHEREAS, the Wisconsin Department of Justice will make available \$36,508.00 for a joint County-Tribal Law Enforcement grant to be shared between Brown County and the Oneida Nation; and

WHEREAS, said grant would allow both agencies to work together in a spirit of cooperation and a sharing of resources which allows the agencies to address issues in law enforcement and public safety that affect Brown County as a whole as well as its Native American population and other minority populations; and

WHEREAS, half of the grant funds would be used to purchase law enforcement equipment for the Sheriff's Office, as designated in the 2018 budget; and

WHEREAS, remaining funds would be used for items deemed reasonable and necessary by the Oneida Nation for public safety purposes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that Brown County shall continue working cooperatively with the Oneida Nation in the area of public safety and law enforcement, and that relevant Brown County staff and officers are hereby authorized and directed to take any and all action necessary to participate in the 2018 County-Tribal Law Enforcement Grant as described more fully above.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

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Approved By:

TROY STRECKENBACH  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authored by: Sheriff's Department  
Approved by Corporation Counsel's Office

**Fiscal Note:** This resolution does not require an appropriation from the General Fund. The joint County-Tribal Law Enforcement grant is included in the 2018 budget at a budget estimate of \$18,254.

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AY	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast \_\_\_\_\_

Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

## RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** December 6, 2017

**REQUEST TO:** Public Safety Committee

**MEETING DATE:** 01/03/2018

**REQUEST FROM:** Sheriff's Office  
Sheriff John Gossage

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** County Board resolution to support participation in 2018 County-Tribal Law Enforcement Grant

### ISSUE/BACKGROUND INFORMATION:

Each year, the State of Wisconsin awards a County-Tribal Law Enforcement grant to Brown County and the Oneida Tribal Police.

### ACTION REQUESTED:

The Public Safety Committee and full County Board is requested to approve the addition of this position with the understanding that the increased wage and fringe costs are offset by an increase in inter-governmental contractual revenue.

### FISCAL IMPACT:

*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$18,254 County share - \$36,508 for total grant
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☒ Yes ☐ No
    1. If yes, in which account? 100.074.070.4302
    2. If no, how will the impact be funded? Increased contractual revenue

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

January 17, 2018

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION REGARDING A CHANGE IN TABLE OF ORGANIZATION FOR THE  
SHERIFF'S DEPARTMENT ADDING A PATROL OFFICER FOR THE  
VILLAGE OF BELLEVUE**

WHEREAS, the Brown County Sheriff's Department ("Department") provides directed enforcement police services to the Village of Bellevue ("Village") on a contractual basis. The current contract period is 2016-2018. The Village has requested the 2018 contract year be revised to increase the number of patrol officers contracted by 1.00 FTE; and

WHEREAS, the Department has requested to add 1.00 FTE Patrol Officer position to their table of organization to fulfill the contracted services requested by the Village; and

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, the addition of 1.00 FTE Patrol Officer position to the Sheriff's Department table of organization to fulfill the revised Village of Bellevue Police Services Contract for 2018 is hereby approved.

BE IT FURTHER RESOLVED, should the funding end, the position will end and be eliminated from the Sheriff's Department table of organization.

**Budget Impact:**  
Sheriff's Department

Partial Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Other Costs	Total
Patrol Officer	1.00	Addition	\$71,866	\$20,696	\$9,710	\$ 102,272
Contract Funds						(\$102,272)
<b>Partial Budget Impact (11 months)</b>						<b>\$ - 0 -</b>

*Fiscal Note: This resolution does not require an appropriation from the General Fund. The new position will be funded by the Village of Bellevue contract.*

Respectfully submitted,  
PUBLIC SAFETY COMMITTEE  
EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
TROY STRECKENBACH  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authored by Human Resources  
Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

\_\_\_\_\_  
Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEESE	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast \_\_\_\_\_

Motion:      Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_



HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600



KATHRYN ROELLICH

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** December 19, 2017  
**REQUEST TO:** Public Safety Committee; and Executive Committee.  
**MEETING DATE:** January 3, 2018; and January 8, 2018  
**REQUEST FROM:** Kathryn Roellich  
Human Resources Director  
**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance  
**TITLE:** Resolution Regarding a Change in Table of Organization for the Sheriff's Department Adding a Patrol Officer for the Village of Bellevue

**ISSUE/BACKGROUND INFORMATION:**

The Brown County Sheriff's Department provides directed enforcement police services to the Village of Bellevue. The Village of Bellevue has requested the 2018 contract year be revised to increase the number of patrol officers contracted by 1.00 FTE. The cost will be offset by an increase in inter-governmental contractual revenue.

**ACTION REQUESTED:**

- Add 1.00 FTE Patrol Officer position to the Sheriff's Department table of organization to fulfill the contracted services requested by the Village of Bellevue.

**FISCAL IMPACT:**

*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$102,272
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? Increased contractual revenue

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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BOARD OF SUPERVISORS

Brown County



50

BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date:

12-13-17

Agenda No.:

Public Safety

Motion from the Floor

I make the following motion:

Have the District Attorney's office be prepared to have a discussion on potential offenses that can/could be sent to Municipal court for action.

Signed:

A handwritten signature in cursive script, appearing to read "Peter J. Bunker".

District No.

11

(Please deliver to County Clerk after motion is made for recording into minutes.)

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date: 12-13-17

Agenda No.: Public Safety Meeting

Motion from the Floor

I make the following motion:

Have parties involved in the EM-1 process (Home Services)  
attend the Public Safety Committee meeting to give  
an update on streamlining the process.

Signed:

A handwritten signature in black ink, appearing to be "Patricia J. Smith".

District No.

16

(Please deliver to County Clerk after motion is made for recording into minutes.)

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**From:** Loehlein, Alicia A.  
**Sent:** Wednesday, December 13, 2017 4:48 PM  
**To:** Process, Danny J.  
**Subject:** Fw: Slow Brown County Medical Examiner Autopsy

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**From:** Jamie <jmeblom@hotmail.com>  
**Sent:** Wednesday, December 13, 2017 10:20:24 AM  
**To:** Loehlein, Alicia A.; bppirate@aol.com; Giannunzio, Therese G.  
**Subject:** Fw: Slow Brown County Medical Examiner Autopsy

Hi Alicia, Therese, and Richard;

Will you please have this e mail included as a communication for the meeting tonight?

Thanks for your help and please let me know if you need anything else?

Sincerely,

Jamie

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**From:** Nicklaus Craig  
**Sent:** Tuesday, December 12, 2017 4:14 PM  
**To:**  
**Subject:** Slow Brown County Medical Examiner Autopsy

Jamie,

This is a follow up of our conversation about my mother's death (Colleen Murphy) in June in the Village of Allouez. She passed away on June 6th and since she was only 63 years old and had no terminal illness, an autopsy was performed. About a month after her death I called the medical examiner's office and was told that I shouldn't expect anything to be complete until the end of October! I thought switching to having Madison do autopsies was supposed to be an expedited process.

Well, here we are and it's the middle of December and I still do not have a cause of death and a completed death certificate. I have made numerous calls to the Brown County Medical Examiner's Office and they keep telling me that they have nothing yet from Madison. Last week I spoke with the funeral director that handled my mom's funeral and he said that he has some death certificates that aren't completed yet for people that passed away in April of this year and had autopsies done through Brown County!

First and foremost I have lost many nights of sleep and have undue stress due to the fact that I don't know why my mother passed away and don't have closure 6 months after she died. Secondly, I am in charge of getting all of my mom's affairs in order which I cannot do with a death certificate that lists a cause of death as "pending". My mom had one small piece of land in Wausaukee, WI. My lawyer did the paperwork to do an affidavit of transfer for assets under \$30,000 so that my sister and I could transfer the land into our names and avoid probate as my mom did not have a will. To fulfill the affidavit of transfer, we need to pay off her debt in the amount that the land was appraised for. So in short, we need a completed death certificate to collect the \$12,000 in life insurance to pay off roughly \$15,000 of her debt off so that we can keep her land. I literally have collection agencies calling me every other day trying to collect on her debts that I am technically responsible for. Can you imagine the stress that those phone calls are causing?!

Respectfully,

Public Safety

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